

Agreement to insure the public interest, and to alleviate the Bureau's concern;

Now, Therefore, in consideration of the forgoing and the mutual promises set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Settlement Agreement as follows, it being understood that this Amendment does not amend or change any other provision of the Settlement Agreement:

1. **New Forbearance Clause**

The original Forbearance Clause of the Settlement Agreement is hereby stricken, and replaced with the following:

9. Provisions Regarding Future Filings Against Trinity and NMTV.

(a) Unless the provisions of ¶ 9(b) are met, beginning upon the execution of this Agreement and continuing until this Agreement is terminated or for a period of eight (8) years after the Closing, neither Glendale, nor Maravillas, nor any of their principals, nor any of their subsidiaries or affiliates, nor any party, person or entity commonly controlled or otherwise subject to the control of Glendale, Maravillas or any of their principals or any of their subsidiaries, affiliates, representatives or agents will file, or encourage, induce, pay, assist or cooperate with any other party, person or entity to file any document (whether singular or plural, referred to in this ¶ 9 as "Declaratory Statement") with the Commission (including, but not limited to, any petition to deny, informal objection or mutually exclusive application) (excluding documents applicable to the broadcast industry as a whole) that opposes the grant of any application to which Trinity, NMTV or any subsidiary or affiliate thereof is a party, or any entity with which Trinity, NMTV or any subsidiary or affiliate thereof has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station (whether singular or plural, referred to in this ¶ 9 as "Companies").

(b) The provisions of ¶ 9(a) do not prohibit the parties hereto from filing with the Commission a Declaratory Statement bringing relevant information to the Commission's attention, so long as the statement does not object, formally or informally, to the grant of any application to which the Companies are a party, or any entity with which the Companies has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station, *provided* that the person or entity filing the Declaratory Statement has first

promptly brought the concern to the Companies, and has worked diligently and in good faith with the Companies to attempt to resolve those concerns.

2. Ratification of Settlement Agreement

As amended in paragraph 1 above, the Parties hereby ratify and confirm their Settlement Agreement, and shall perform in accordance with the terms thereof.

Counterparts and Acceptance of Signatures by Electronic Means

This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement. Signatures to this Amendment may be transmitted by electronic means.

In witness whereof, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

Trinity Broadcasting of Florida, Inc.

By: _____

Trinity Christian Center of Santa Ana, Inc.

By: _____

Trinity Broadcasting of New York, Inc.

By: _____

National Minority T.V., Inc.

By: _____

Glendale Broadcasting Company

By: _____

Maravillas Broadcasting Company

By: _____

George F. Gardner, Individually

By: _____

James C. Gates, Individually

By: _____

James C. Gates Charitable Remainder Trust

By: _____

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In witness whereof, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

Trinity Broadcasting of Florida, Inc.

By: Terence Hickey
Asst Secy

Trinity Christian Center of Santa Ana, Inc.

By: Terence Hickey
Asst Secy

Trinity Broadcasting of New York, Inc.

By: Terence Hickey
Asst Secy

National Minority T.V., Inc.

By: James P. Duff

Glendale Broadcasting Company

By: _____

Maravillas Broadcasting Company

By: _____

George F. Gardner, Individually

By: _____

James C. Gates, Individually

By: _____

National Minority T.V., Inc.

By: _____

Glendale Broadcasting Company

By: George F. Gardner

Maravillas Broadcasting Company

By: _____

George F. Gardner, Individually

By: George F. Gardner

James C. Gates, Individually

By: _____

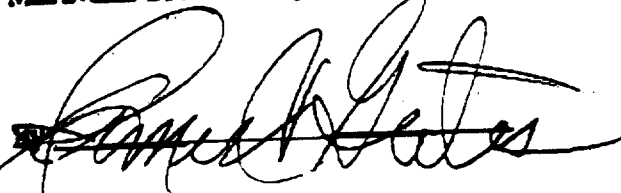
National Minority T.V., Inc.

By: _____

Glendale Broadcasting Company

By: _____

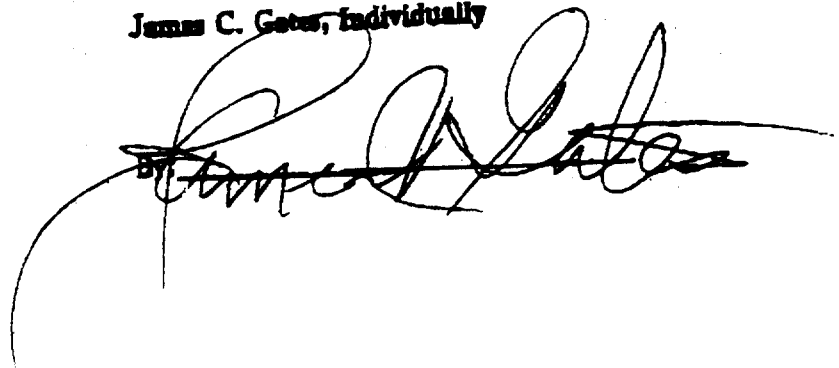
Maravillas Broadcasting Company

A handwritten signature in cursive script, appearing to read "George F. Gardner".

George F. Gardner, Individually

By: _____

James C. Gates, Individually

A handwritten signature in cursive script, appearing to read "James C. Gates".

James C. Geter Charitable Remainder Trust

By: 

EXHIBIT C

AMENDMENT TO SETTLEMENT AGREEMENT

This Amendment is made as of June 16, 1998 by and among Trinity Christian Center of Santa Ana, Inc. ("TBN"), 40 Broadcasting, Inc. ("40 Broadcasting") and Simon T, the sole stockholder of 40 Broadcasting ("Stockholder"). All of these entities and individuals are collectively referred to herein as the "Parties."

RECITALS

Whereas, on May 27, 1998 the Parties entered into the Settlement Agreement attached hereto as Exhibit 1 ("Settlement Agreement"), which is intended to resolve the mutual exclusivity between TBN's renewal application for television channel 40, KTBN-TV, Santa Ana, California and 40 Broadcasting's competing application for channel 40, Santa Ana, California; and

Whereas, on June 1, 1998 the Parties filed their Settlement Agreement with the Federal Communications Commission ("FCC" or "Commission") for its approval; and

Whereas, in companion proceedings involving TBN, the Mass Media Bureau ("Bureau") of the FCC filed "Consolidated Comments on Joint Request for Approval of Settlement Agreement" raising an issue of whether forbearance language identical to the forbearance language of paragraph 7 of the Settlement Agreement among the Parties, "Forbearance of future filings against Trinity and NMTV" ("Forbearance Clause"), was in the public interest, and noting that there was an apparent conflict between certain FCC and court holdings on the question; and

Whereas, the Parties wish to amend the Forbearance Clause of their Settlement Agreement to insure the public interest, and to alleviate any concern the Bureau or the FCC may

have;

Now, Therefore, in consideration of the forgoing and the mutual promises set forth in the Settlement Agreement and in this Amendment, the Parties hereby amend their Settlement Agreement as follows, it being understood that this Amendment does not amend or change any other provision of the Settlement Agreement:

1. **New Forbearance Clause**

The original Forbearance Clause of the Settlement Agreement is hereby stricken, and replaced with the following:

7. Provisions Regarding Future Filings Against Trinity.

(a) Unless the provisions of ¶ 7(b) are met, beginning upon the execution of this Agreement and continuing until this Agreement is terminated or for a period of eight (8) years after the Closing, neither Stockholder, nor any person or entity commonly controlled or otherwise subject to the control of Stockholder will file, or encourage, induce, pay, assist or cooperate with any other party, person or entity to file any document (whether singular or plural, referred to in this ¶ 7 as "Declaratory Statement") with the Commission (including, but not limited to, any petition to deny, informal objection or mutually exclusive application) (excluding documents applicable to the broadcast industry as a whole) that opposes the grant of any application to which, to Stockholder's knowledge after due inquiry, TBN, or any subsidiary or affiliate thereof is a party, or any entity with which TBN or any subsidiary or affiliate thereof has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station (whether singular or plural, referred to in this ¶ 7 as "Companies").

(b) The provisions of ¶ 7(a) do not prohibit the parties hereto from filing with the Commission a Declaratory Statement bringing relevant information to the Commission's attention, so long as the statement does not object, formally or informally, to the grant of any application to which the Companies are a party, or any entity with which the Companies has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station, *provided* that the person or entity filing the Declaratory Statement has first promptly brought the concern to the Companies, and has worked diligently and in good faith with the Companies to attempt to resolve those concerns.

2. Ratification of Settlement Agreement

As amended in paragraph 1 above, the Parties hereby ratify and confirm their Settlement Agreement, and shall perform in accordance with the terms thereof.

3. Counterparts and Acceptance of Signatures by Electronic Means

This Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement. Signatures to this Amendment may be transmitted by electronic means.

In witness whereof, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

Trinity Christian Center of Santa Ana, Inc.

By: _____

40 Broadcasting, Inc.

By: _____

Simon T, Individually

By: _____

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Simon T, Individually

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In witness whereof, the Parties have affixed their signatures to this Amendment effective as of the date first written above.

Trinity Christian Center of Santa Ana, Inc.

By: *Terrence Hickey*
Asst Secy

40 Broadcasting, Inc.

By: _____

Simon T, Individually

By: _____

CERTIFICATE OF SERVICE

I, Howard A. Topel, of the law firm of Fleischman and Walsh, L.L.P., hereby certify that on this 19th day of June, 1998, copies of the foregoing "Joint Response to the Mass Media Bureau's Consolidated Comments on Joint Requests For Approval of Settlement Agreement" were hand delivered to the following:

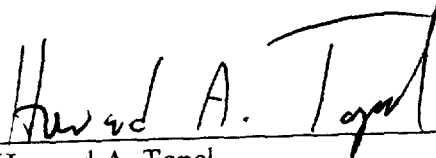
- * Hon. William E. Kennard
Chairman
Federal Communications Commission
1919 M Street, N.W. -- Room 814
Washington, D.C. 20554
- * Hon. Susan Ness
Commissioner
Federal Communications Commission
1919 M Street, N.W. -- Room 832
Washington, D.C. 20554
- * Hon. Harold Furchtgott-Roth
Commissioner
Federal Communications Commission
1919 M Street, N.W. -- Room 802
Washington, D.C. 20554
- * Hon. Michael K. Powell
Commissioner
Federal Communications Commission
1919 M Street, N.W. -- Room 844
Washington, D.C. 20554
- * Hon. Gloria Tristani
Commissioner
Federal Communications Commission
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Federal Communications Commission
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Federal Communications Commission
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- * John I. Riffer, Esq.
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Federal Communications Commission
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- * Roy J. Stewart, Chief
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- * Robert H. Ratcliff, Esq.
Mass Media Bureau
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- * Norman Goldstein, Esq.
Chief, Complaints/Political Programming Branch
Federal Communications Commission
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Federal Communications Commission
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Howard A. Topel